

**THE FLORIDA BAR SECTION
LEGISLATIVE ADVISING SERVICES AGREEMENT**

THIS AGREEMENT is entered into on this 1st day of July, 2021 by and between the FAMILY LAW SECTION of THE FLORIDA BAR ("SECTION"), and SMITH, BRYAN AND MYERS, INC. ("LEGISLATIVE ADVISOR"), who, in consideration as stated below, agree as follows:

1. The LEGISLATIVE ADVISOR will serve from July 1, 2021 to July 30, 2022, as a legislative advisor for the SECTION. The LEGISLATIVE ADVISOR agrees to comply with all policies adopted by The Florida Bar Board of Governors and by the SECTION.
2. **Services**
 - a. The LEGISLATIVE ADVISOR will serve as the advisor regarding legislative, administrative and regulatory matters that affect the SECTION. Lisa Hurley and Jeff Hartley will be the lead contacts and will be primarily responsible for performing the services to the SECTION under this Agreement. Other professional staff at the firm that will assist are: Matt Bryan, Teye Reeves, Tom Griffin, David Daniel and Jim Naff.
 - b. Other Clients
 - 1) The LEGISLATIVE ADVISOR agrees that, if the LEGISLATIVE ADVISOR individually or his/her firm are to represent any client before the Florida Legislature other than set forth in the attached list, the LEGISLATIVE ADVISOR will notify in writing the Executive Director of The Florida Bar, the chair of the Bar's Legislation Committee, and the chair of the SECTION in writing at least 2 days before initiation of any such representation by the LEGISLATIVE ADVISOR.
 - 2) The LEGISLATIVE ADVISOR further agrees not advance on behalf of other clients any legislative position contrary to an official legislative position of The Florida Bar or the SECTION.
 - a) Potential or actual conflicts of interest will be communicated within 24 hours to the Executive Director of The Florida Bar and the chair of the SECTION to facilitate immediate resolution.
 - b) If the conflict cannot be resolved to the satisfaction of The Florida Bar and the SECTION, this agreement will be terminated.
 - 3) The LEGISLATIVE ADVISOR and the SECTION acknowledge that the services to be provided under this Agreement are governed by The Florida Bar's Rules of Professional Conduct, including those provisions relating to conflict of interest between clients.
 - c. The LEGISLATIVE ADVISOR will work on The Florida Bar legislative matters as directed by the Executive Director of The Florida Bar, when the Executive Director believes that such participation is necessary and in the best interest of the membership of The Florida Bar, unless conflict exists or it is inappropriate for the LEGISLATIVE ADVISOR to work on The Florida Bar legislative matters.
 - 1) The cost of the LEGISLATIVE ADVISOR's time will be assessed against the SECTION. If this creates a hardship for the SECTION, The Florida Bar may reimburse the SECTION for the expense.
 - 2) The LEGISLATIVE ADVISOR will keep the SECTION advised of all such requests, and will track and report to the SECTION the costs incurred by the LEGISLATIVE ADVISOR in responding to such requests.
 - d. The LEGISLATIVE ADVISOR will coordinate all activities regarding the Florida Legislature that might affect the SECTION, which includes but is not limited to:
 - 1) Identifying legislative issues likely to come before the Legislature during the term of the Agreement that will require services under the Agreement.

- 2) Notifying the SECTION of any committee hearings of the Legislature that deal with issues that concern any area within the purview of the SECTION.
 - 3) Preparing presentations, when requested, to be made to legislators and their committee staff.
 - 4) Providing to the SECTION summaries of pre-filed and filed bills that deal with areas within the purview of the SECTION and copies of the actual bills when appropriate.
 - 5) Providing weekly reports during the legislative session on the status of legislative matters on which the SECTION has taken a position or has a pending legislative proposal; additionally, providing reports on any new matters filed that are within the purview of the SECTION.
 - 6) Providing all services necessary to promote and support the SECTION's legislative proposals and other matters affecting the SECTION's areas of practice; additionally, working with SECTION-designated contacts to obtain legislative sponsors for the SECTION's proposals.
 - 7) Using best efforts, while working with SECTION representatives, to ensure there is a diversity of legislators that sponsor SECTION legislation from year to year.
 - 8) Alerting the SECTION to the activities of other interested groups relating to legislative proposals promoted by, supported, or opposed by the SECTION.
 - 9) Reporting on other matters that might affect, or be of interest to, the SECTION and its legislative program, including but not limited to regulation, rulemaking, and the provisions of technical assistance to the Executive Branch, executive branch agencies, and the Florida Legislature.
3. The SECTION will pay the LEGISLATIVE ADVISOR an annual fee of \$108,000, inclusive of all reasonable costs and expenses to be paid in the following manner: \$9,000 per month commencing on July 1, 2021 and continuing with payment to be made by the last day of each month, through June 30, 2022. In addition to the annual fee (\$108,000) set forth herein, the SECTION may reimburse the LEGISLATIVE ADVISOR for all reasonable and necessary out-of-pocket travel expenses. All expenses greater than \$500.00 must be approved by the SECTION in writing prior to the incursion of the expense. Payments shall be made to SMITH, BRYAN AND MYERS, INC., and remitted to HEATHER FAIRCLOTH, 311 E. Park Avenue, Tallahassee, Florida, 32301.
 4. The LEGISLATIVE ADVISOR always agrees to identify him/herself as a representative of the SECTION and not as a representative of The Florida Bar when working on SECTION matters.
 5. The SECTION and LEGISLATIVE ADVISOR agree and consent to the disclosure of any information in this Agreement by either party or by The Florida Bar as required by law, to include disclosure to the Florida Legislature of any amounts paid to the LEGISLATIVE ADVISOR pursuant to this Agreement.
 6. This Agreement may be terminated by either party upon sixty (60) days' written notice being given, or may be immediately terminated by The Florida Bar if it decides that the LEGISLATIVE ADVISOR or a member of the LEGISLATIVE ADVISOR's firm does not act within the best interest of The Florida Bar. In the event of such termination, the LEGISLATIVE ADVISOR will be entitled to payment of outstanding fees. Monthly fees will be determined on a *pro rata* basis based on the number of days remaining in the applicable month.
 7. Disclosure Requirements.
 - a. Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity. This includes registering to represent a

lobbying client and reporting compensation related to all lobbying activity for each client on a quarterly basis, with such compensation reports being subject to a random audit on an annual basis.

- b. The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client, including specific bill numbers. The Florida House of Representatives also requires lobbying firms representing public sector clients to post the lobbying contract on a public website as noted [here](#).
- c. Florida lawyers who engage in lobbying activity for a client are bound by the Rules Regulating the Florida Bar that provide that information relating to a client's representation is confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives above is considered confidential by The Florida Bar. By entering into this Agreement, the SECTION consents to the disclosure of the required information.

8. Miscellaneous.

- a. This Agreement will be governed by the laws of the State of Florida.
- b. This Agreement is not assignable by either party.
- c. All notices provided under this Agreement will be in writing and addressed to the undersigned persons and their designees at their email and mailing addresses as set forth in the membership records of The Florida Bar.
- d. This Agreement represents the entire agreement of the parties and may be amended only by a written instrument signed by all parties.
- e. This Agreement may be executed in counterparts manually, by facsimile or by other electronic means, all of which together will constitute one instrument that will be the Agreement.

WITNESS our signatures below.

DATED: 6/21/21

Quill Stanton
Witness
DG
Witness


Heather L. Apicella
HEATHER L. APICELLA, Chair
Family Law Section
The Florida Bar

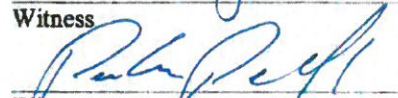
DATED: July 26, 2021

Joni Hooks
Witness
Kristen Wilson
Witness

Joshua E. Doyle
JOSHUA E. DOYLE
Executive Director
The Florida Bar

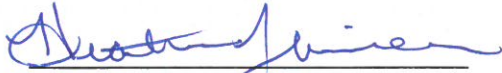
DATED: 6/24/21


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MATT BRYAN
Legislative Advisor


Attachment 1: List of Clients



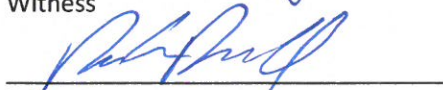
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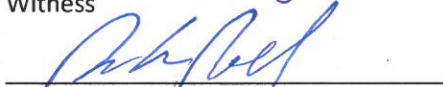
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Lisa Hurley

Legislative Advisor



Jeff Hartley

Legislative Advisor



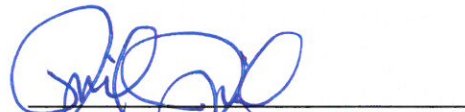
Teye Reeves

Legislative Advisor



Tom Griffin

Legislative Advisor



David Daniel

Legislative Advisor



Jim Naff

Legislative Advisor